

**AWARD/CONTRACT  
FOR SUPPLIES OR SERVICES  
SECTION A**

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**CONTRACTING OFFICER WILL COMPLETE BLOCKS 10 OR 11 AS APPLICABLE**

<p><b>10. [ ] AWARD (Contractor is not required to sign this)</b></p> <p>Your offer on Solicitation Number _____ <u>N/A</u> _____ Including the additions or changes made by you which additions or changes are set forth in this award/contract, is hereby accepted. This award consummates the contract which consists of the following documents: (a) CFSA's Solicitation and your offer, and (b) this award/contract. No further contractual documents are necessary.</p>	<p><b>11. [ X ] CONTRACTOR'S NEGOTIATED AGREEMENT</b> <b>(Contractor is required to sign this document and return <u>  2  </u> copies to the issuing office)</b></p> <p>The Contractor agrees to furnish and deliver all items or perform all services set forth or otherwise identified on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, specifications and any other documents as are attached or incorporated by reference in Section J.</p>
<p><b>12A NAME AND TITLE OF SIGNER (Type or print)</b></p>	<p><b>13A. NAME OF CONTRACTING OFFICER</b> <b>Tara Sigamoni</b></p>
<p><b>12B. NAME OF CONTRACTOR</b></p> <p>BY _____ (Signature of person authorized to sign)</p>	<p><b>13B. Government of the District of Columbia, Child and Family Services Agency (CFSA)</b></p> <p>BY _____ ( Signature of Contracting Officer)</p>
<p><b>12C. DATE SIGNED</b></p>	<p><b>13C. DATE SIGNED</b></p>

**SECTION B – SUPPLIES OR SERVICES AND PRICE**

- B.1** The Government of the District of Columbia, Child and Family Services Agency (CFSA) (the District) is seeking the services of a contractor to serve as a Prevention Program Officer (PPO). The PPO shall serve as CFSA's point person for child abuse and neglect prevention-related activities. The PPO shall also be responsible for administration and oversight of the federal Community-Based Child Abuse Prevention (CBCAP) and Children's Justice Act (CJA) grants.

All costs of operation under this contract shall be paid by the Contractor. This includes, but is not limited to, all Federal and State income taxes, surcharges, licenses, insurance, transportation, or any other operational costs. No payments other than those provided for in the Pricing Schedule shall be made to Contractor unless authorized by modification to this contract.

**Pursuant to the Child and Youth, Safety and Health Omnibus Congressional Review Amendment Act of 2004 and Mayor's Order 90-27 Drug-Free Workplace Act of 1988; the contractor will be required to complete a Drug and Alcohol Test, Criminal Background Check, Child Protection Registry (CPR) at the contractor's expense.**

Contractor shall at all times act in good faith and in the best interest of CFSA, use commercially reasonable efforts and exercise all due care and sound business judgment in performing its duties under this contract. The Contractor shall at all times comply with CFSA policies, procedures, and directives, which are incorporated by reference and made part of this contract.

**B.2 INDEFINITE DELIVERY- INDEFINITE QUANTITY (IDIQ) CONTRACT**

This is an IDIQ contract for the supplies or services specified, and effective for the period stated.

Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, G.11. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum quantity of 2080 hours for each CLIN. The District will order at least the minimum quantity of 80 hours for each CLIN.

There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.

Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the contractor shall not be required to make any deliveries under this contract after the expiration of this contract.

- B.2.2** The Contractor shall be remunerated at a fixed hourly rate as indicated in section B, for each hour of service performed. In the event of termination under this contract, the CFSA shall

only be liable for the payment of all services accepted during the hours of work actually performed. Pursuant to the Terms and Conditions, individuals under Labor Hour contracts working for CFSA are not eligible to be paid for holidays and sick leave. However, if you work on a Holiday, you shall be paid at your regular hourly rate.

**B.2.3** This contract is a "non-personal services contract". It is therefore, understood and agreed that the Contractor and/or the Contractor's employees: (1) shall perform the services specified herein as independent Contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required to bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government's right and obligation to inspect, accept or reject work, comply with such general direction of the Contracting Officer (CO), or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

**B.2.4** By accepting this order or contract the Contractor agrees, that the District, at its discretion, after completion of the order or contract period, may hire an individual who is performing services as a result of this order or contract, without restriction, penalties or fees.

### **B.3 PRICE SCHEDULE**

#### **B.3.1 BASE YEAR**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>Quantity Minimum</b>	<b>Minimum Total Price</b>	<b>Quantity Maximum</b>	<b>Maximum Total Price</b>
<b>CLIN 0001</b>	<b>Prevention Program Officer</b>	<b>\$48.00 per hour</b>	<b>80 hours</b>	<b>\$3,840.00</b>	<b>2,080 hours</b>	<b>\$ 99,840.00</b>

#### **B.3.2 OPTION YEAR ONE**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>Quantity Minimum</b>	<b>Minimum Total Price</b>	<b>Quantity Maximum</b>	<b>Maximum Total Price</b>
<b>CLIN 1001</b>	<b>Prevention Program Officer</b>	<b>\$48.00 per hour</b>	<b>80 hours</b>	<b>\$3,840.00</b>	<b>2,080 hours</b>	<b>\$99.840.00</b>

**B.3.3 OPTION YEAR TWO**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>Quantity Minimum</b>	<b>Minimum Total Price</b>	<b>Quantity Maximum</b>	<b>Maximum Total Price</b>
<b>CLIN 2001</b>	<b>Prevention Program Officer</b>	<b>\$48.00 per hour</b>	<b>80 hours</b>	<b>\$3,840.00</b>	<b>2,080 hours</b>	<b>\$ 99,840.00</b>

**B.3.4 OPTION YEAR THREE**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>Quantity Minimum</b>	<b>Minimum Total Price</b>	<b>Quantity Maximum</b>	<b>Maximum Total Price</b>
<b>CLIN 3001</b>	<b>Prevention Program Officer</b>	<b>\$48.00 per hour</b>	<b>80 hours</b>	<b>\$3,840.00</b>	<b>2,080 hours</b>	<b>\$ 99,840.00</b>

**B.3.5 OPTION YEAR FOUR**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>Quantity Minimum</b>	<b>Minimum Total Price</b>	<b>Quantity Maximum</b>	<b>Maximum Total Price</b>
<b>CLIN 4001</b>	<b>Prevention Program Officer</b>	<b>\$48.00 per hour</b>	<b>80 hours</b>	<b>\$3,840.00</b>	<b>2,080 hours</b>	<b>\$ 99,840.00</b>

## **SECTION C**

### **DESCRIPTION/SPECIFICATION/STATEMENT OF WORK**

#### **C.1 BACKGROUND**

The Prevention Program Officer's (PPO's) primary role shall be to develop and enhance the ability of an organization's program and staff to provide evidence-based child abuse and neglect prevention programs and services. The PPO is also responsible for administration and oversight of the federal CBCAP and CJA grants.

As CFSA's the primary contact for the city-wide prevention plan, the PPO shall ensure all CFSA-funded prevention activities are integrated into the District's existing continuum of child abuse and neglect prevention services. Working in collaboration with both internal and external stakeholders, the PPO shall develop and enhance the ability of an organization's program and staff to provide evidence-based child abuse and neglect prevention programs and services for children and families in the District of Columbia.

#### **C.2 SCOPE OF SERVICES**

- C.2.1** The PPO shall develop effective internal procedures to facilitate the timely accomplishment of program goals.
- C.2.2** The PPO shall be responsible for ensuring Agency compliance with requirements of the federal CJA and CBCAP grants, including development and implementation of required work plans and deliverables. The PPO shall collaborate with the Agency's Grant Coordinator in the Office of Planning, Policy and Program Support (OPPPS) to develop and submit annual application for federal funding.
- C.2.3** The PPO shall collaborate with the Agency Grant Coordinator and the Fiscal Operations Administration to develop and monitor annual spending plans related to federal and local funds allocated for child abuse and neglect prevention activities.
- C.2.4** The PPO shall be responsible for monitoring all prevention grants in accordance with the grant-monitoring requirements as described in the Agency's grants policy and the City-Wide Grants Manual and Sourcebook (Grants Manual). The PPO shall seek guidance from the Contracts and Procurement Administration (CPA) and Grant Coordinator as needed.
- C.2.5** The PPO shall collaborate with internal and external partners to provide training and peer-to-peer support opportunities for volunteers, parent leaders and staff of local programs focusing on family support practice and outcome evaluations.
- C.2.6** The PPO shall provide technical assistance and information to community leaders, local programs, and policymakers on promising and evidence-based child abuse and neglect prevention practices.
- C.2.7** The PPO shall contribute to the development of scopes of work for various Requests for Applications (RFAs). The PPO shall lead evaluation efforts for prospective applicants in response to CFSA prevention grant opportunities.

- C.2.8** The PPO shall evaluate CFSA grant-funded prevention program outcomes and ensure that Grantees are engaged in Continuous Quality Improvement (CQI). The PPO shall collaborate with OPPPS' Quality Improvement Division to ensure alignment with Agency-wide CQI.
- C.2.9** The PPO shall lead Agency efforts to implement the city-wide child abuse and neglect prevention plan.
- C.2.10** The PPO shall, in collaboration with CFSA's Offices of Public Information and Community Services, develop and implement public awareness campaigns regarding child abuse and neglect prevention.
- C.2.11** The PPO shall design, collect data and maintain annual inventory of prevention programs in the District of Columbia. The PPO shall oversee dissemination of inventory to internal and external stakeholders.
- C.2.12** In line with CFSA's goals, services shall be integrated, culturally and linguistically competent. In addition, proposed programs shall comply with the *LaShawn A. v. Fenty* Implementation Plan which sets forth benchmarks the District must achieve in order to come into compliance with the *LaShawn A. v. Fenty* Amended Implementation Plan, February 2007.
- C.2.13** The contractor shall work independently and as part of a team to assess program performance and the effectiveness of service delivery to a target population at risk of child abuse and neglect. The contractor shall be responsible for strategic planning; providing expert consultation (skills to develop appropriate interpersonal relationships; excellent writing and verbal communication skills; and, proficiency in Microsoft Office, to include Word, Excel, and Power Point applications).
- C.2.14** During the course of performance under this contract, the PPO may be required to interact with the following:
- (1) CFSA and other District government staff at all levels;
  - (2) Community-based organizations, service providers and foundations;
  - (3) Federal officials; and
  - (4) The general public and members of advisory panels and advocacy groups.
- for the purpose of gathering and disseminating information for planning and program development, and for the provision of training and technical assistance to grantees.
- C.3 LOCATION OF SERVICES:**
- C.3.1** Work under this contract shall be performed in an office setting and the field. Performance may require travel to sites outside of the office for the purpose of providing training, technical assistance, presentations, and participation in public forums, in addition to participation in required meetings and trainings for federal grant recipients.
- C.4 QUALIFICATIONS: Skills/Knowledge Required for the Position**
- C.4.1** Masters Degree in early childhood, family studies, social work, human services or related field. Bachelor Degree will be considered with 5-10 years experience in early childhood,

family studies, social work, human services or related field at the supervisor/program leadership level.

- C.4.2** Minimum of three to five years related work experience which would include:
- (1) Supervision and staff development, consulting, and/or contract or program management;
  - (2) Training of volunteers, direct service, and/or supervisory staff from community-based, family-centered child or youth programs.
- C.4.3** Thorough knowledge of theories and methods of assessing and evaluating the delivery of child abuse and neglect prevention services to children, youth and families.
- C.4.4** Thorough knowledge of theories of human growth and development and family and social interaction.
- C.4.5** General knowledge of local, state, and federal laws and regulations affecting social and health services.
- C.4.6** Effective interpersonal skills to interact with agency representatives, other staff and the public; skill mediating and negotiating between parties in conflict.
- C.4.7** Demonstrated organizational and analytical skills and attention to detail.
- C.4.8** Ability to articulate concerns or position on sensitive issues both in written and oral presentation.

## **C.5 STANDARD OF PERFORMANCE**

- C.5.1** The Contractor shall at all times act in good faith and in the best interest of CFSA, use its best efforts and exercise due care and sound business judgment in performing the services under this contract.
- C.5.2** The Contractor shall at all times comply with CFSA policies, procedures and directives as it pertains to providing services to our children, caregivers and involved family members.
- C.5.3** The Contractor shall at all times act in accordance with the values, standards, and requirements of the professional code of conduct of medical professionals.
- C.5.4** Upon signing the agreement and prior to starting work, the contractor and the District will jointly develop performance standards. The contractor shall be held to performance standards for daily performance.
- C.5.5** The contractor's performance shall be measured through regular reviews by the COTR.
- C.5.6** The contractor's performance standards will be reviewed and updated periodically. In the event, the contractor is not meeting the mutually agreed upon performance standards, the COTR will notify the Contracting Officer who will issue a notice to cure failure to perform. The contractor shall have ten (10) days upon receipt of the notice to cure to correct the performance or the District may terminate the contract for default.

- C.5.7** Guidelines shall include the CFSA's policies, procedures, and regulations as they relate to program monitoring and appropriate District government grant policies and procedures. Judgment shall be used in the selection and interpretation of appropriate guidelines. Situations of a very complex nature where no guidelines apply shall be referred to the supervisor for discussion and follow-up.
- C.5.8** The incumbent works under the supervision of the Deputy Director for Community Services. Routine work is performed independently with minimal guidance provided by the supervisor. The incumbent, in collaboration with the supervisor, plans and organizes the programs, plans and controls day-to-day work, determines the general approaches and methods to use, monitors progress, and evaluates program accomplishments. Evaluation of the incumbent's work performance will be based primarily on demonstrated competence and overall effectiveness in meeting the objectives of assignments.

## **C.6 MANDATORY REPORTING**

- C.6.1** The Contractor shall Comply with the provisions as cited in D.C. Law 22-2 and DC Code §4-1321.02.
- C.6.2** The Contractor shall ensure that any staff member who receives information concerning, or personally observes, an incident of alleged or actual child abuse or neglect, having any other information indicating an alleged or actual risk to a client's health or safety, shall make an immediate oral report and a written report within twenty-four (24) hours to the Child Abuse and Neglect Unit located at 400 6<sup>th</sup> Street, S.W., First Floor, Washington, D.C. 20024 or by calling the CFSA twenty-four (24) hour Child Abuse and Neglect Hotline (202) 671-SAFE.
- C.6.3** The Contractor shall ensure that any staff member who believes that a client is in serious and immediate danger shall take immediate steps to protect the client including, as appropriate, removing the client from the danger.
- C.6.4** The Contractor shall ensure that the written report shall include, but not limited to, the following information if the person making the report know it: client who is the subject of the report, person responsible for the client's care, nature and extent of the abuse or neglect, other information that may be helpful in establishing the cause of the abuse or neglect, and the identity of the person responsible for the abuse or neglect.

## **C.7 UNUSUAL INCIDENTS**

- C.7.1** The contractor shall immediately report all unusual incidents to the hotline center located at 400 6<sup>th</sup> Street, S.W., First Floor, Washington, D.C. 20024 or by calling the 24 hour hotline (202) 671-SAFE within 24 hours of the contractor becoming aware of the incident.
- C.7.2** The Contractor shall establish, implement, and describe in writing policies and procedures for the reporting of unusual incidents, including, but not limited to;
- (a) The death of a client;
  - (b) The death of a staff member while on duty or at the facility;
  - (c) An attempted suicide;
  - (d) Any situation in which a client is the victim of alleged delinquent or criminal behavior;
  - (e) An injury, trauma or illness of a client requiring treatment at a hospital;



- (f) Any use of restraints;
- (g) An outbreak of a communicable disease;
- (h) An incident that requires the services of the fire or police departments;
- (i) An automobile accident involving client or staff on duty;
- (j) A loss of any utility, including but not limited to power, water, or sewage; and
- (k) Any other occurrence or event that substantially interferes with the client's health, welfare, living arrangement, or well being, in any way places the client at risk.

**C.7.3** The Contractor's director or other designated staff shall complete an Unusual Incident Report, CFSA-1243 (Attachment J-1.1) and ensure delivery is completed via fax (202-727-7772) or personal delivery to the CFSA Office of Clinical Practice within (24) hours of the occurrence of the incident, except in cases involving abscondance.

**C.7.4** Report medical emergency to clinic administrator.

**C.7.5** Engage proper medical/emergency providers in case of a medical emergency.

**SECTION D: PACKAGING AND MARKING****D.1 CONTRACT NUMBER**

The packaging and marking requirements for this Contract shall be governed by Clause 2, Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

All packages, letters, documents, correspondence and other data or matter relating to this contract must be marked with a corresponding contract number CFSA-10-A-0024.

**D.2 MAILING FEES**

All postage and or mailing fees connected with performance of this contract shall be the responsibility of the Contractor.

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 INSPECTION AND ACCEPTANCE**

The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007, which is incorporated by reference into this Contract.

**E.2 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES**

- (a) The Contractor shall be held to the full performance of the contract. The CFSA shall deduct from the Contractor's invoice or otherwise withhold payment for any non-conforming service as specified below.
- (b) A service task may be composed of several sub-items. A service task may be determined to be partially complete if the Contractor satisfactorily completes some, but not all, of the sub-items. In those cases, partial deductions may be taken from the Contractor's invoice/timesheet.
- (c) The CFSA shall give the Contractor written notice of deductions by providing copies of reports, which summarize the deficiencies for which the determination was made to assess the deduction in payment for unsatisfactory work.

**E.2.1 Therefore in the case of non-performed work, the CFSA:**

- a) Shall deduct from the Contractor's invoice all amounts associated with such non-performed work at the rate set out in Section B or provided by other provisions of the contract.
- b) May, at its option, afford the Contractor an opportunity to perform the non-performed work within a reasonable period subject to the discretion of the Contracting Officer and at no additional cost to the CFSA.
- c) May, at its option, perform the services by the CFSA personnel or other means.

**E.2.2 In the case of unsatisfactory work, the CFSA:**

- a) Shall deduct from the Contractor's invoice all amounts associated with such unsatisfactory work at the rates set out in Section B or provided by other provisions of the contract, unless the Contractor is afforded an opportunity to re-perform and satisfactory completes the work;
- b) May, at its option, afford the Contractor an opportunity to re-perform the unsatisfactory work within a reasonable period subject to the discretion of the Contracting Officer and at no additional cost to the CFSA.

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of one year from date of award specified on the cover page of the contract.

**F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.1** The District may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

**F.2.2** If the District exercises this option, the extended contract shall be considered to include this option provision.

**F.2.3** The price for the option period shall be as specified in the contract.

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

**F.3 DELIVERABLES**

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
0001	Weekly Time Sheets	1	Bi-weekly time sheet	Bi-weekly	COTR

**F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.3.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

**SECTION G -- CONTRACT ADMINISTRATION DATA****G.1 INVOICE PAYMENT**

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for services performed and accepted.
- G.1.2** The District will pay the Contractor on completion and acceptance of work on a bi-weekly basis in accordance with the hourly rate stated separately in the contract.

**G.2 INVOICE SUBMITTAL (Non-FACES Funded Procurements)**

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below.

Via email, to CFSA's Fiscal Operations Administration (Office of the Chief Financial Officer) at [cfsa.accountspayable@dc.gov](mailto:cfsa.accountspayable@dc.gov) or via regular mail delivery to:

Child and Family Services Agency  
Fiscal Operations  
400 6<sup>th</sup> Street SW; 2<sup>nd</sup> Floor  
Washington, DC 20024

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, Federal tax ID and invoice date (Contractors shall date invoices on the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed.
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8** Authorized signature.

**G.2.2.9 REVIEW/VALIDATION/CERTIFICATION OF INVOICES (FACES funded procurements)**

The Contractor shall review/validate all invoices received from CFSA to assure the accuracy of the invoice. All invoices shall be returned to CFSA within fourteen (14) days after the review/validation. Upon receipt of a properly validated invoice, CFSA accounting technician will certify the invoice for payment within five (5) working days.

**G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.3.5.

**G.3.2** No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

**G.4 PAYMENT**

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods or services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries are in accordance with the following:

Payment will be made on completion and acceptance of work on a bi-weekly basis in accordance with the hourly rate stated separately in the contract.

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

**G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated \_\_\_\_\_,  
make payment of this invoice to \_\_\_\_\_  
(name and address of assignee).

**G.6 THE QUICK PAYMENT CLAUSE****G.6.1 Interest Penalties to Contractors**

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

**G.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**G.6.2.2** The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the

Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

## **G.7 CONTRACTING OFFICER (CO)**

Contracts may be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

**Tara Sigamoni**  
**Agency Chief Contracting Officer**  
**Contracts and Procurement Administration**  
**Child and Family Services Agency**  
**955 L'Enfant Plaza, S.W., Suite 5200**  
**Washington, D.C. 20024**  
**(202) 724-5300**

## **G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

## **G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

- G.9.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract performance/delivery of services, including, but not limited to, performing quality assurance of the contract, verifying that supplies or services conform to requirements. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

**Name:** Loren Ganoe  
**Title:** Chief of Staff  
**Agency:** CFSA  
**Address:** 400 6<sup>th</sup> Street SW, 5<sup>th</sup> floor  
**Telephone:** (202) 442-6100



The COTR is also responsible for monitoring programmatic aspects of and implementing any written instructions from the Contracting Officer, reporting deficiencies in performance to the Contracting Officer, and recommending necessary changes to the contract, specifications, instructions, or other requirements to the Contracting Officer. Correspondence or inquiries related to these issues shall be directed to the COTR identified above.

**G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

**G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**G.10** **GENERALLY ACCEPTED ACCOUNTING PRINCIPLES**

The Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP). Such records shall be made available to the CFSA upon request. The Child and Family Services Agency (CFSA) reserves the right to request additional information regarding the Contractor's organizational status and to require the Contractor to obtain an appropriate license, registration or certification to transact business in the District of Columbia if such license, registration or certification is required by law.

**G.11** **ORDERING CLAUSE**

**G.11.1** Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

**G.11.2** All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

**G.11.3** If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

### H.2 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

### H.3 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

**H.3.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, § 2-219.01 *et seq.* ("First Source Act").

**H.3.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services ("DOES"); and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**H.3.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;

- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) Name;
  - (b) Social Security number;
  - (c) Job title;
  - (d) Hire date;
  - (e) Residence; and
  - (f) Referral source for all new hires.

**H.3.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.3.5** With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.3.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.3.4 and include the following documentation:
  - (a) Material supporting a good faith effort to comply;
  - (b) Referrals provided by DOES and other referral sources;
  - (c) Advertisement of job openings listed with DOES and other referral sources; and
  - (d) Any documentation supporting the waiver request pursuant to section H.3.6.

**H.3.6** The Contracting Officer may waive the provisions of section H.3.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.3.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.3.5 and H.3.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.3.4 or whether a waiver of compliance pursuant to section H.3.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of

making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

**H.3.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.3.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.3.8.

**H.3.9** The provisions of sections H.3.4 through H.3.8 do not apply to nonprofit organizations.

#### **H.4 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

**H.4.1** For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

**H.4.1.1** at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

**H.4.2** The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

#### **H.5 PROTECTION OF PROPERTY:**

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

#### **H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. § 12101 *et seq.*

#### **H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. § 794 (1983) *et seq.*

#### **H.8 CONTRACTOR LICENSE/CLEARANCES**

The Contractor shall possess adequate training, qualifications, and competence to perform the duties to which he/she is assigned, and hold current licenses or certification as

appropriate. Additionally, the contractor and its staff, if applicable, shall provide child protection registry and local police criminal clearances covering all jurisdictions in which the contractor or staff has/have lived over the preceding five (5) years.

## **H.9 PRIVACY AND CONFIDENTIALITY COMPLIANCE**

### **H.9.1 Definitions**

- (a) "Business Associate" shall mean The Contractor.
- (b) "CFSA" shall mean the District of Columbia, Child and Family Services Agency
- (c) "Confidentiality law" shall mean the requirements and restrictions contained in federal and District law concerning access to child welfare information, including D.C. Official Code §§ 4-1302.03, 1302.08, 1303.06 and 130-3.07.
- (d) "Designated Record Set" means:
  - 1. A group of records maintained by or for CFSA that is:
    - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
    - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
    - (iii) Used, in whole or in part, by or for CFSA to make decisions about individuals.
  - 2. For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for CFSA.
- (d) Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (e) Privacy Rule. "Privacy Rule" shall mean the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B.
- (f) "Protected information" shall include "protected health information" as defined in 45 CFR 164.501, limited to the protected health information created or received by Business Associate from or on behalf of CFSA, information required to be kept confidential pursuant to the confidentiality law, and confidential information concerning CFSA or its employees.
- (g) "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by the Business Associate from or on behalf of CFSA.
- (h) "Required by law" shall have the same meaning as the term "required by law" in 45 CFR 164.501, except to the extent District of Columbia laws have preemptive effective by operation of 45 CFR part 160, subpart B, or, regarding other protected information, required by District or federal law .
- (i) "Secretary" shall mean the Secretary of the Department of Health and Human

Services or designee.

## **H.9.2** Obligations and Activities of Business Associate

- (a) The Business Associate agrees to not use or disclose protected information other than as permitted or required by this Section or as required by law.
- (b) The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the protected information other than as provided for by this Section.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of protected information by the Business Associate in violation of the requirements of this Section.
- (d) The Business Associate agrees to report to CFSA any use or disclosure of the protected information not provided for by this Section of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides protected information received from, or created or received by the Business Associate on behalf of CFSA, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of CFSA, and in the time and manner prescribed by the Contracting Officer, to protected information in a Designated Record Set, to CFSA or, as directed by CFSA, to an individual in order to meet the requirements under 45 CFR 164.524.
- (g) The Business Associate agrees to make any amendment(s) to protected information in a Designated Record Set that CFSA directs or agrees to pursuant to 45 CFR 164.526 at the request of CFSA or an Individual, and in the time and manner prescribed by the Contracting Officer.
- (h) The Business Associate agrees to make internal practices, books, and records, including policies and procedures and protected information, relating to the use and disclosure of protected information received from, or created or received by the Business Associate on behalf of, CFSA, available to the CFSA, or to the Secretary, in a time and manner prescribed by the Contracting Officer or designated by the Secretary, for purposes of the Secretary determining CFSA's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for CFSA to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to CFSA or an Individual, in time and manner prescribed by the Contracting Officer, information collected in accordance with Section (i) above, to permit CFSA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

**H.9.3 Permitted Uses and Disclosures by Business Associate**

- (a) Refer to underlying services agreement. Except as otherwise limited in this Section, the Business Associate may use or disclose protected information to perform functions, activities, or services for, or on behalf of, CFSA as specified in this contract, provided that such use or disclosure would not violate the confidentiality law or privacy rule if done by CFSA or the minimum necessary policies and procedures of CFSA.
- (b) Except as otherwise limited in this Section, the Business Associate may use protected information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (c) Except as otherwise limited in this Section, the Business Associate may disclose protected information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Section, the Business Associate may use protected information to provide Data Aggregation services to CFSA as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (e) The Business Associate may use protected information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

**H.9.4 Obligations of CFSA**

- (a) CFSA shall notify the Business Associate of any limitation(s) in its notice of privacy practices of CFSA in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected information.
- (b) CFSA shall notify the Business Associate of any changes in, or revocation of, permission by Individual to use or disclose protected information, to the extent that such changes may affect the Business Associate's use or disclosure of protected information.
- (c) CFSA shall notify the Business Associate of any restriction to the use or disclosure of Protected information that CFSA has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected information.

**H.9.5 Permissible Requests by CFSA**

CFSA shall not request the Business Associate to use or disclose protected information in any manner that would not be permissible under the

confidentiality law or privacy rule if done by CFSA.

## H.9.6

### Term and Termination

- (a) Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the protected information provided by CFSA to the Business Associate, or created or received by the Business Associate on behalf of CFSA, is destroyed or returned to CFSA, or, if it is infeasible to return or destroy Protected information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon CFSA's knowledge of a material breach of this Section by the Business Associate, CFSA shall either:
  - (1) Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the contract if the Business Associate does not cure the breach or end the violation within the time specified by CFSA;
  - (2) Immediately terminate the contract if the Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
  - (3) If neither termination nor cure is feasible, and the breach involves protected health information, CFSA shall report the violation to the Secretary.
- (c) Effect of Termination.
  - (1) Except as provided in Section H.9.6(c)(2), upon termination of the contract, for any reason, the Business Associate shall return or destroy all protected information received from CFSA, or created or received by the Business Associate on behalf of CFSA. This provision shall apply to protected information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected information.
  - (2) In the event that the Business Associate determines that returning or destroying the protected information is infeasible, the Business Associate shall provide to CFSA notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of protected information is infeasible, the Business Associate shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of such protected information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such protected information.

## H.9.7

### Miscellaneous

- (a) Regulatory References. A reference in this Section to a section in the Privacy Rule means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Section from time to time as is necessary for CFSA to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.



- (c) Survival. The respective rights and obligations of the Business Associate under Section H.4.6 of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective March 2007, shall survive termination of the contract.
- (d) Interpretation. Any ambiguity in this Section shall be resolved to permit CFSA to comply with the Privacy Rule.

## **H.10 RESPONSIBILITY FOR AGENCY PROPERTY**

Contractor shall assume full responsibility for and shall indemnify the Agency for any and all loss or damage of whatsoever kind and nature to any and all Agency property, including any equipment, supplies, accessories, or part furnished, while in contractor's custody during the performance of services under this contract, or while in Contractor's custody for storage or repair, resulting from the negligent acts or omissions of Contractor or any employee, agent, or representative of Contractor. Contractor shall do nothing to prejudice the Agency's right to recover against third parties for any loss, destruction of, or damage to Agency property and upon the request of the Contracting Officer shall, at the Agency's expense, furnish to the Agency all reasonable assistance and cooperation, including assistance in the protection of suit and the execution of instruments of assignment in favor of the Agency recovery.

## **H.11 DISTRICT RESPONSIBILITIES**

The CFSA will review contractors in accordance with Section M. Conduct orientation sessions if applicable.

## **H.12 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH**

*If individual, the individual shall provide the following information for himself or herself.*

**H.12.1** A contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*), as amended (in this section, the "Act"), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for the following positions: All individuals that provide services under this contract. Contractor shall submit a list to the COTR.

**H.12.2** The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the following positions: all positions which have direct or unsupervised contact with children.

**H.12.3** The Contractor shall inform all applicants requiring a criminal background check that a

criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.

**H.12.4** The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

**H.12.5** The Contractor shall obtain from each applicant, employee and unsupervised volunteer:

- A. a written authorization which authorizes the District to conduct a criminal background check;
- B. a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;
- C. a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
  - (i) Murder, attempted murder, manslaughter, or arson;
  - (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
  - (iii) Burglary;
  - (iv) Robbery;
  - (v) Kidnapping;
  - (vi) Illegal use or possession of a firearm;
  - (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adult
  - (viii) Child abuse or cruelty to children; or
  - (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;
- D. a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
- E. a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of

the criminal background check.

**H.12.6** The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

**H.12.7** Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;
- (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.12.5(C);
- (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
- (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
- (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.

**H.12.8** The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.

**H.12.9** Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.

**H.12.10** The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.

- H.12.11** The Contractor shall provide copies of all criminal background and traffic check reports to the COTR within one business day of receipt.
- H.12.12** The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.
- H.12.13** The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the contracting officer of the COTR's decision after his or her assessment of the criminal background or traffic record check.
- H.12.14** The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the COTR's decision after his or her assessment of the criminal background or traffic record check.
- H.12.15** The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- H.12.16** Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in sections H.12.1 and H.12.2.
- H.12.17** An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the COTR after his or her assessment of a criminal background or traffic record check.
- H.12.18** The COTR shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The COTR shall inform the contracting officer of its decision, and the contracting officer shall inform the Contractor whether an offer may be made to each applicant.
- H.12.19** If any application is denied because the COTR determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.
- H.12.20** Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the contracting officer.

## **SECTION I – CONTRACT CLAUSES**

### **SECTION I: CONTRACT CLAUSES**

#### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on Vendor Portal, then click on Solicitation Attachments.

#### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

#### **I.3 CONFIDENTIALITY OF INFORMATION**

**I.3.1** All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

**I.3.2** The Contractor shall maintain the confidentiality and privacy of all identifying information concerning CFSA clients in accordance with the confidentiality law (requirements and restrictions contained in federal and District law concerning access to child welfare information, including D.C. Official Code §§ 4-1302.03, 1302.08, 1303.06 and 130-3.07), the privacy rule (the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B) and the Section entitled, “**PRIVACY AND CONFIDENTIALITY COMPLIANCE**” contained elsewhere in this Contract.

**I.3.3** The Contractor shall ensure that all case record information is confidential and shall not be disclosed or used other than in the course of official duties to provide services to the child and in such instances, shall only be disclosed to the least extent possible, consistent with any court order, the individual service plan, and local and federal law.

**I.3.4** The Contractor, representatives of CFSA and guardian *ad litem* shall have access to the child's case record. No other person shall have access to the child's case record unless authorized in writing by CFSA.

**I.3.5** The Contractor shall train all staff on the procedures for maintaining the confidentiality of the client's case record and information contained therein.

#### **I.4 TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

#### **I.5 RIGHTS IN DATA**

- I.5.1** "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- I.5.2** The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- I.5.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do

so, without written consent of the District until such time as the District may have released such data to the public.

**I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

**I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

**I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

**I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

**I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_

With \_\_\_\_\_ (Contractor's Name); and

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

**I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this

contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6.4, I.5.6.6, I.5.6.9, and I.5.6.102 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

## **I.6 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

## **I.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor.



Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.8 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.3. An award cannot be made to any offer or who has not satisfied the equal employment requirements.

## **I.9 ORDER OF PRECEDENCE**

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

## **I.10 CONTINUITY OF SERVICES**

**I.10.1** The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District Government or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

**I.10.1.1** Furnish phase-out, phase-in (transition) training; and

**I.10.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

## **I.11 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE**

The Contractor performing actions required under this contract shall notify the Contracting Officer within ten (10) days of any criminal drug conviction for a violation occurring in the workplace, and notify the Contracting Officer about any such conviction. within 10 days after the Contractor (a) receives the above notice from the employee or (b) otherwise receives actual notice from any employee convicted of a drug abuse violation in the workplace, and either taking "appropriate personnel action" against the employee (up to and including termination) or requiring the employee to participate in an approved drug abuse assistance or rehabilitation program.

## **I.12 INSURANCE GENERAL REQUIREMENTS:**

A. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage either before or after contract award but before work commences. All insurance shall be

written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

1. Certificate of Insurance Requirement. The policy description on the Certificate of Insurance form shall include the contract number, the contract award date (if available), the contract expiration date (if available), the name of the requesting agency, the name of the contracting officer, a brief description of the work to be performed, the job location, the District as an additional insured, and a waiver of subrogation.
2. Certificate of Insurance Requirement. The policy description on the Certificate of Insurance form shall include the contract number, the contract award date (if available), the contract expiration date (if available), the name of the requesting agency, the name of the contracting officer, a brief description of the work to be performed, the job location, the District as an additional insured, and a waiver of subrogation.
3. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$1,000,000.00 limits per occurrence; \$2,000,000.00 per aggregate; includes coverage for bodily injury and property damage, products and completed operations, and personal and advertising injury. The policy coverage shall be primary and non-contributory, and shall include the District of Columbia as an additional insured.

Commercial General Liability Insurance. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$2,000,000.00 limits per occurrence; \$1,000,000.00 per aggregate; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, and shall include the District of Columbia as an additional insured.

**Individuals may obtain General Liability Insurance.**

3. Workers' Compensation Insurance (Not applicable to individuals)

Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

4. Employer's Liability Insurance (not applicable to individuals). The Contractor shall provide employer's liability insurance as follows:  
\$ 500,000.00 per accident for injury; \$500,000.00 per employee for disease; and \$ 500,000.00 for policy disease limit.
5. Professional Liability Insurance (Errors & Omissions). The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract.

The policy shall provide limits of \$1,000,000.00 per occurrence for each wrongful act and \$1,000,000.00 per aggregate for each wrongful act.

6. Sexual/Physical Abuse & Molestation. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

- A. DURATION. The Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.
- C. CONTRACTOR'S PROPERTY. Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.
- D. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

## **I.13 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE**

- I.13.1 The following documents are incorporated into this contract and if there is a conflict in the language among these incorporated documents, the following sets forth in descending order of priority the documents comprising this contract:
- I.13.2 LaShawn A. v. Fenty Amended Implementation Plan
- I.13.3 Sections A through M, pages 1 through 43, of this contract.
- I.13.4 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007 ([www.ocp.dc.gov](http://www.ocp.dc.gov))

**SECTION J: LIST OF ATTACHMENTS****J.1 ATTACHMENT**

**J.1.1** Unusual Incident Report, CFSA-1243

**J.2 INCORPORATED ATTACHMENTS** *(The following forms, located at [www.ocp.dc.gov](http://www.ocp.dc.gov) shall be completed and incorporated with the bid.)*

**J.2.1** LSDBE Certification Package

**J.2.2** Tax Certification Affidavit

**J.2.3** E.E.O. Information and Mayor's Order 85-85

**J.3 INCORPORATED ATTACHMENTS – located at [www.cfsa.dc.gov](http://www.cfsa.dc.gov)**

**J.3.1** LaShawn A. v. Fenty Amended Implementation Plan, dated February 2007

## **SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

### **K.1 AUTHORIZED NEGOTIATORS**

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

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### **K.2 TYPE OF BUSINESS ORGANIZATION**

**K.2.1** The offeror, by checking the applicable box, represents that:

(a) It operates as:

- ☐ a corporation incorporated under the laws of the state of: \_\_\_\_\_
- ☐ an individual,
- ☐ a partnership,
- ☐ a nonprofit organization, or
- ☐ a joint venture.

(b) If the offeror is a foreign entity, it operates as:

- ☐ an individual,
- ☐ a joint venture, or
- ☐ a corporation registered for business in \_\_\_\_\_  
(Country)

### **K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Offeror \_\_\_\_ has \_\_\_\_ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror \_\_\_\_ has \_\_\_\_ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

#### **K.4 BUY AMERICAN CERTIFICATION**

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____	EXCLUDED END PRODUCTS
_____	COUNTRY OF ORIGIN

#### **K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each offeror shall check one of the following:

\_\_\_\_\_ No person listed in Clause 13 of the SCP (Attachment J.1), "District Employees Not To Benefit" will benefit from this contract.

\_\_\_\_\_ The following person(s) listed in Clause 13 of the SCP (Attachment J.1), "District Employees Not To Benefit" may benefit from this contract. For each person listed, attach the affidavit required by Clause 13.

\_\_\_\_\_  
\_\_\_\_\_

#### **K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

(a) Each signature of the offeror is considered to be a certification by the signatory that:

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
  - (i) those prices,
  - (ii) the intention to submit a contract, or
  - (iii) the methods or factors used to calculate the prices in the contract.
- 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and

- 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature of the offeror is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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*(insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the offeror's organization);*

As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

## **K.7 TAX CERTIFICATION**

N/A

## **K.8 CERTIFICATION OF ELIGIBILITY**

The offeror's signature shall be considered a certification by the signatory that the offeror, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;

A. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;

B. does not have a proposed debarment pending; and

C. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Indicate below any exception to your certification of eligibility and to whom it applies, their position in the offeror's organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the offeror. Providing false information may result in criminal prosecution or administrative sanctions.

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## **SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **L.1 METHOD OF AWARD**

#### **L.1.1 Most Advantageous to the District**

The District intends to award a single contract resulting from this solicitation to the



responsible offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

### **L.1.2 Initial Offers**

The District may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

- L.1.3** The District reserves the right to accept/reject any/all offers resulting from this solicitation. The Contracting Officer may reject all offers or waive any minor informality or irregularity whenever it is determined that such action is in the best interest of the District.

## **L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT**

One original and two (2) copies of the written proposals shall be submitted. Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. **CFSA-10-A-0024**"

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

## **L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

### **L.3.1 Proposal Submission**

Proposals must be submitted no later than **2:00pm on June 4, 2010**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or

- (c) The proposal is the only proposal received.

### **L.3.2 Withdrawal or Modification of Proposals**

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date and time for receipt of proposals.

### **L.3.3 Postmarks**

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

### **L.3.4 Late Modifications**

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

### **L.3.5 Late Proposals**

A late proposal, late modification or late request for withdrawal of a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

## **L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than five (5) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than five (5) days before the date set for submission of proposals. The District will furnish responses promptly to all prospective offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

## **L.5 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO, Tara Sigamoni, Agency, Chief Contracting Officer Contracts and Procurement Administration; Child and Family Services Agency; 955 L'Enfant Plaza, S.W., Suite 5200; Washington, D.C. 20024; (202) 724-5300, by letter or postcard whether they want to receive future solicitations for similar

requirements. It is also requested that such recipients advise the CO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

## **L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

### **L.6.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

### **L.6.2** Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

## **L.7 PROPOSALS WITH OPTION YEARS**

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option years.

## **L.8 PROPOSAL PROTESTS**

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

## **L.9 SIGNING OF OFFERS**

The offeror shall sign the offer and print or type its name on the cover page of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

#### **L.10 UNNECESSARILY ELABORATE PROPOSALS**

Not applicable

#### **L.11 RETENTION OF PROPOSALS**

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

#### **L.12 PROPOSAL COSTS**

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

#### **L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS**

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code §2-534, in order for the District to comply with §2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under §2-534(a)(1).

#### **L.14 CERTIFICATES OF INSURANCE**

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.13 to:

**Tara Sigamoni**  
**Agency Chief Contracting Officer**  
**Contracts and Procurement Administration**  
**Child and Family Services Agency**  
**955 L'Enfant Plaza, S.W., Suite 5200**  
**Washington, D.C. 20024**  
**(202) 724-5300**  
**[tara.sigamoni@dc.gov](mailto:tara.sigamoni@dc.gov)**

#### **L.15 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing

and returning the amendment; or (b) by letter, telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

#### **L.16 BEST AND FINAL OFFERS**

Not applicable

#### **L.17 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.17.1** Name, address, telephone number and federal tax identification number of offeror;

**L.17.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.17.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

#### **L.18 FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

#### **L.19 GENERAL STANDARDS OF RESPONSIBILITY**

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

**L.19.1** Evidence of a satisfactory performance record, record of integrity and business ethics.

**L.19.2** Evidence of other qualifications and eligibility criteria necessary to receive an award under

applicable laws and regulations. The offeror must demonstrate to the satisfaction of the District its qualifications as listed in section C.4 of this solicitation.

- L.19.8** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

## **SECTION M - EVALUATION FACTORS**

### **M.1 EVALUATION FOR AWARD**

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

## M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

<b><u>Numeric Rating</u></b>	<b><u>Adjective</u></b>	<b><u>Description</u></b>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror's score for each factor. The offeror's total technical score will be determined by adding the offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror's total technical score will be determined by adding the offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

### M.3 EVALUATION CRITERIA

Proposals will be evaluated based on the following evaluation factors in the manner described below:

#### M.3.1 TECHNICAL CRITERIA (100 Points Maximum)

- M.3.1.1** Masters degree in early childhood, family studies, social work, human services or related field. Bachelor degree considered with 5-10 years experience in early childhood, family studies, social work, human services or related field at the supervisor/program leadership level.  
**POINTS: 20**
- M.3.1.2** Minimum of three to five years related work experience which would include: (1) supervision and staff development, consulting, and/or contract or program management; (2) training of volunteers, direct service, and/or supervisory staff from community-based, family-centered child or youth programs.  
**POINTS: 20**
- M.3.1.3** Thorough knowledge of theories and methods of assessing **and evaluating** the delivery of child abuse and neglect prevention services to children, youth and families.  
**POINTS: 25**
- M.3.1.4** General knowledge of local, state, and federal laws and regulations affecting social and health services. **Specific knowledge and experience with the implementation of the CAPTA (Child Abuse Prevention and Treatment Act) and the CJA (Criminal Justice Act) are preferred.**  
**POINTS: 10**
- M.3.1.5** Effective interpersonal skills to interact with agency representatives, other staff and the public; skill mediating and negotiating between parties in conflict.  
**POINTS: 10**
- M.3.1.6** Demonstrated organizational and analytical skills, and attention to detail.  
**POINTS: 15**



**M.3.2 PRICE CRITERION (20 Points Maximum)**

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

**M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)****M.3.4 TOTAL POINTS (132 Points Maximum)**

Total points shall be the cumulative total of the offeror's technical criteria points, price criterion points and preference points, if any.

**M.4 EVALUATION OF OPTION YEARS**

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

**M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

**M.5.1 Application of Preferences**

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

**M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).

**M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.

- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

**M.5.2 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

**M.5.3 Preferences for Certified Joint Ventures**

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

**M.5.4 Verification of Offeror's Certification as a Certified Business Enterprise**

- M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.
- M.5.4.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, NW, Suite 970N  
Washington DC 20001

**M.5.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

## **M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.6.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

**M.6.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.